

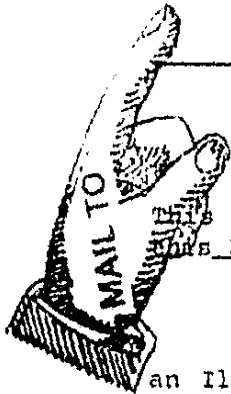
Prepared By:  
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The PrivateBank and Trust Company  
10 North Dearborn  
Chicago, IL 60602

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1998-05-05 14:37:44  
Cook County Recorder 29.50

When Recorded Return To:  
The PrivateBank and Trust Company  
10 North Dearborn  
Chicago, IL 60602

500042

NOTE AND MORTGAGE MODIFICATION AGREEMENT



THIS NOTE AND MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is made as of this 1ST day of MARCH, 1998, ("Effective Date") by and between

THE PRIVATEBANK AND TRUST COMPANY  
\*CORUS BANK, FKA

an Illinois banking corporation and the owner of the mortgage or trust deed hereinafter described ("The PrivateBank and Trust Company") and WILLIAM P. COLSON, MARTHA JANE LAVELLE AND AETNA BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 23, 1995 AND KNOWN AS TRUST NUMBER 10-4377 representing him/her/itself or selves to be the owner or owners of the real estate hereinafter described ("Owner").

WHEREAS, on JUNE 2, 1995, for full value received, Owner's executed and delivered to The PrivateBank and Trust Company, a certain Promissory Note in the principal amount of \$ 172,000.00 (the "Note"), made payable to The PrivateBank and Trust Company. Owner secured the payment of said Note by granting to The PrivateBank and Trust Company a certain Mortgage or Trust Deed in nature of a Mortgage ("Mortgage"), which was recorded in the office of the Recorder of Deeds COOK County, Illinois, as Document No. 95-479356 encumbering certain real estate described as follows:

LOT 35 IN R.M. HUNT'S SUBDIVISION OF BLOCK 15 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No: 17-07-210-033  
Commonly known as: 1734 WEST ERIE STREET, CHICAGO, ILLINOIS 60622

WHEREAS, Owner also executed the following documents in conjunction with the Note and Mortgage referenced above, and recorded as indicated below (if none, so state):

A Release Agreement dated August 15, 1995 and recorded on September 26, 1995 by the Cook County Recorder as Document Number 95-651125. Said Agreement released Martha Jane Lavelle from her obligations to Lender under the Note and Mortgage.

A Guaranty of Note, Mortgage and Other Undertakings dated October 17, 1995 from Martha Jane Lavelle to Lender in which Martha Jane Lavelle became a Guarantor on the above referenced Note and Mortgage.

PROFESSIONAL NATIONAL  
TITLE NETWORK, INC.

WHEREAS, The PrivateBank and Trust Company and Owner wish to modify the Note and Mortgage based on the terms and conditions which follow:

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The PrivateBank and Trust Company and Owner hereby agree that the Note and Mortgage are hereby modified as follows (strike out all paragraphs which are inapplicable):

1. Outstanding Indebtedness. As of the Effective Date, the principal amount of the Loan evidenced by the Note is \$ 158,616.42, (the "Indebtedness").

2. Extension of Time for Payment. The parties hereby agree to extend the time for payment of the Indebtedness to and including MARCH 1ST, 2008, with payments as follows in paragraph 5 below.

3. Interest Rate. The parties hereby agree to change the rate of annual percentage interest on the Note to 7.500%. The interest rate Owner will pay may change in accordance to the following schedule:

The initial fixed interest rate of 7.50% will change to an adjustable rate on the first day of March, 2003, and the adjustable interest rate may change on that day every 12th month thereafter. The date on which the rate may change is called a Change Date.

Beginning with the first Change Date, the adjustable interest rate will be based on an Index. The Index is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 1 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the Current Index.

Before each Change Date, Lender will calculate the new rate by adding two and three fourths percentage points (2.750%) to the Current Index. Lender shall then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount shall be the new interest rate until the next Change Date.

4. Additional Funds. The PrivateBank and Trust Company agrees to disburse to Owner the additional principal sum of \$ NONE ("Additional Funds") under the Note and Mortgage. The PrivateBank and Trust Company and Owner agree that such Additional Funds shall be added to and become part of the principal balance of the Note and Mortgage and that such sums shall be repaid as herein provided. The PrivateBank and Trust Company and Owner further acknowledge that The PrivateBank and Trust Company shall advance said Additional Funds subject to certain restrictions set forth herein. Payment of the Indebtedness and such Additional Funds shall be as follows in paragraph 5 below.

5. Payments by Owner. Owner shall make monthly payments of \$1,246.06 commencing on the FIRST day of APRIL, 19 98 and on the first day of each and every month thereafter up to and including MARCH 1, 2003. (Principal and Interest shall be applied on the basis of the loan amortizing over 25 years from the date of this agreement). At that time, Lender will determine the new monthly payment in accordance with the interest rate change referenced in paragraph 3. Owner shall make such payments up to and including MARCH 1, 2008 (MATURITY DATE). AT THAT TIME A BALLOON PAYMENT OF THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST WILL BE DUE. Owner further agrees to pay the principal sum secured by the Mortgage as therein provided, as hereby modified, in the currency provided for in the Mortgage, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago

as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at The PrivateBank and Trust Company.

6. Borrower's Right to Prepay: The following paragraph replaces in its entirety the pAddendum to Balloon Note Dated June 2, 1995 in the amount of \$172,000.00"

I shall have the right to make payments of principal at any time before they are due. A payment of principal before it is due is known as a `prepaymentp. When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

In the event the a prepayment is made on or within two (2) years of the date of the Note and Mortgage Modification, I will pay to the Note Holder, in addition to any other payments due hereunder, a prepayment penalty equal to 2.00% of the then outstanding principal amount of the Note.

In the event a prepayment is made during the third and fourth years of the Note and Mortgage Modification, I will pay to the Note Holder, in addition to any other payments due hereunder, a prepayment penalty equal to 1.00% of the then outstanding principal amount of the Note.

In the event the property is sold, no prepayment penalty shall be assessed. In any event, if Lender releases the mortgage securing said Note, a release fee of \$250.00 will be charged.

The Note Holder will use any partial prepayments to reduce the amount of principal that I owe under this note in accordance with the Note Holder's then current policies and procedures. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

7. Priority of Additional Funds. The PrivateBank and Trust Company and Owner agree that if Additional Funds are to be disbursed pursuant to this Agreement, such Additional Funds shall have priority over any and all sums due under the Note and Mortgage, as modified herein.

8. Default. If any part of said indebtedness or interest thereon is not paid at maturity, or if default in the performance of any other covenant of the Owner shall continue for fifteen days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, shall immediately be due and payable, in the same manner as if said modification had not been granted.

9. Ratification. This Agreement is supplementary to the mortgage or trust deed described above. Except as modified herein, all of the terms, provisions and covenants of the Note and Mortgage not expressly modified by this Note and Mortgage Modification Agreement, but not including any prepayments privileges unless expressly provided for herein, are hereby confirmed and ratified and shall remain in full force and effect. Owner agrees to perform all the covenants of the grantor or grantors in the Mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and



